Prepared by: Morris & Associates 2309 Oliver Road Monroe, Louisiana 71201 Telephone: 318-330-9020

Emily Kaye Courteau Bar# 100570

Return To: Morris & Associates 2309 Oliver Road Monroe, Louisiana 71201 Telephone: 318-330-9020

SUBSTITUTION OF TRUSTEE

Lot 128, Section B, DeSoto Woods S/D, Sec. 1, T 2, R 8, in Plat Book 6, Page 8, DeSoto Co., MS

STATE OF MISSISSIPPI **COUNTY OF DeSoto**

Deutsche Bank Trust Company Americas fka Banker's Trust Company, As Trustee For Saxon Asset Securities Trust 2001-2 4708 Mercantile Drive Fort Worth, TX 76137 817-665-7200 Grantee: **Emily Kaye Courteau** 2309 Oliver Road Monroe LA 71201 318-330-9020

WHEREAS, on the 12th day of July, 2001 and acknowledged on the 12th day of July, 2001, Ginger Underwood wife of/and Gerald Underwood executed a Deed of Trust to John M. Mercer, Trustee for the use and benefit of America's MoneyLine Inc. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 1358 at Page 139; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee B Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee Deed shall be binding on the undersigned and conclusive evidence in favor or the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

Deutsche Bank Trust Company Americas Fka Banker's Trust Company, As Trustee For Saxon Asset Securities Trust 2001/2 by Saxon Mortgage Services, Inc., as its Attorney in Fact

Regina Alexander

Assistant Vice President of Saxon Mortgage Services, Inc.

₹10-2673

SIAIE OF	Texas						
COUNTY OF	Tarrant						
PERSONALLY	came and appeare	d before me,	the undersigned	authority in	and to	r the	jurisdiction
aforesaid,	D. Jan Alon	ander	known personally to me to be the				
mivi vouid,	Regina Alex	auuvi	inio perbonu.	.,			

Assistant Vice President of the within named Deutsche Bank Trust Company Americas Fka Banker's Trust Company, As Trustee For Saxon Asset Securities Trust 2001-2 by Saxon Mortgage Services, Inc., as its Attorney in Fact and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the Water

, 20<u></u>[0

NOTARY PUBLIC

MY COMMISSION EXPIRES: U-8.14

ALLISON A. WALTERS
Notary Public, State of Texas
My Commission Expires
April 08, 2014

After Recording

Prease Return Original Power of Attorney to:
Document Management Department
Saxon Mortgage

4708 Mercantile Drive North
Fort Worth, Texas 76137

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that as Deutsche Bank Trust Company Americas f/k/a Bankers Trust Company, a New York corporation, incorporated and existing under the laws of the State of New York, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to those certain servicing agreements between, among others, the Trustee and Saxon Mortgage Services, Inc. (the "Servicer") relating to the trusts referenced in Exhibit A attached hereto (each a "Servicing Agreement") hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Servicing Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages, deeds of trust, or security deeds (the "Security Instrument") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various holders under the respective Servicing Agreements (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Security Instrument) and for which Saxon Mortgage Services, Inc. is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

- 1. The modification or re-recording of a Security Instrument, where said modification or re-recording is solely for the purpose of correcting the Security Instrument to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; <u>provided</u> that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Security Instrument as insured and (ii) otherwise conforms to the provisions of the Agreement.
- 2. The subordination of the lien of a Security Instrument to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

- The conveyance of the properties to the mortgage insurer, or the closing of the title to the 3. property to be acquired as real estate owned, or conveyance of title to real estate owned.
- The completion of loan assumption agreements. 4.
- The full satisfaction/release of a Security Instrument or full conveyance upon payment 5. and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- The assignment of any Security Instrument and the related Mortgage Note, in connection 6. with the repurchase of the mortgage loan secured and evidenced thereby.
- The full assignment of a Security Instrument upon payment and discharge of all sums 7. secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- With respect to a Security Instrument, the foreclosure, the taking of a deed in lieu of 8. foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - the substitution of trustee(s) serving under a Security Instrument, in accordance **a**. with state law and the Security Instrument;
 - the preparation and issuance of statements of breach or non-performance; b.
 - the preparation and filing of notices of default and/or notices of sale; C.
 - the cancellation/rescission of notices of default and/or notices of sale; d.
 - the taking of deed in lieu of foreclosure; and e.
 - the preparation and execution of such other documents and performance of such f. other actions as may be necessary under the terms of the Security Instrument or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
- With respect to the sale of property acquired through a foreclosure or deed-in lieu of 9. foreclosure, including, without limitation, the execution of the following documentation:
 - listing agreements; a.
 - purchase and sale agreements; b.
 - grant/warranty/quit claim deeds or any other deed causing the transfer of title of Ç. the property to a party contracted to purchase same;
 - escrow instructions; and d.

- any and all documents necessary to effect the transfer of property.
- 10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of **December 30**, 2009.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under any of the Servicing Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas f/k/a Bankers Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas f/k/a Bankers Trust Company, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Security Instrument or Mortgage Notes not authorized by the Servicing Agreements.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Servicing Agreements or the earlier resignation or removal of the Trustee under any of the Servicing Agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas f/k/a Bankers Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 30th day of December 2009.

Acknowledged and Agreed Saxon Mortgage Services, Inc.

By:____ Name:

Title:

Natalie Flowers VP, Saxon Mortgage Services Inc.

STATE OF CALIFORNIA COUNTY OF ORANGE

On December 30, 2009, before me, the undersigned, Rosa Mendez, a Notary Public in and for said state, personally appeared Barbara Campbell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

ROSA MENDEZ
Commission # 1826953
Notary Public - California
Orange County
My Comm. Expires Dec 15, 201

Notary Public, State of California

Morgan Stanley ABS Capital I Inc. Trust 2006-HE8 Morgan Stanley ABS Capital I Inc. Trust 2007-HE1 Morgan Stanley ABS Capital I Inc. Trust 2007-NC1

GSAA Home Equity Trust 2006-2

Morgan Stanley ABS Capital I Inc. Trust 2007-SEA1

MSAC 2007-SEA1 MSSTI 2007-1

Equifirst Mortgage Loan Trust 2004-2
IXIS Real Estate Capital Trust 2005-HE3
IXIS Real Estate Capital Trust 2006-HE1
IXIS Real Estate Capital Trust 2006-HE3
Meritage Mortgage Loan Trust 2004-2
Meritage Mortgage Loan Trust 2005-2

Meritage Mortgage Loan Trust 2005-1

Morgan Stanley ABS Capital I Inc. Trust 2006-HE4 Morgan Stanley ABS Capital I Inc. Trust 2006-HE6

MSAC 2006-HE8 MSAC 2006-HE5 MSAC 2006-NC4 MSAC 2007-HE1 MSAC 2007-HE2

MSAC 2007-HE3 MSAC 2007-HE5

MSAC 2007-HE6 MSAC 2007-HE7

MSAC 2007-NC1

Morgan Stanley ABS Capital I Inc. Trust 2007-NC2
Morgan Stanley ABS Capital I Inc. Trust 2007-NC3
Morgan Stanley ABS Capital I Inc. Trust 2007-NC4
Morgan Stanley Home Equity Loan Trust 2007-1
Morgan Stanley Home Equity Loan Trust 2007-2
Morgan Stanley IXIS Real Estate Capital Trust 2006-1
Morgan Stanley IXIS Real Estate Capital Trust 2006-2

Morgan Stanley IXIS Real Estate Capital Trust 2006-2
Morgan Stanley Mortgage Ln Trust 2004-6AR
Morgan Stanley Mortgage Ln Trust 2005-11AR
Morgan Stanley Mortgage Ln Trust 2005-11AR
Morgan Stanley Mortgage Ln Trust 2005-3AR
Morgan Stanley Mortgage Ln Trust 2005-5AR
Morgan Stanley Mortgage Ln Trust 2005-6AR
Morgan Stanley Mortgage Ln Trust 2005-9AR
NATIXIS Real Estate Capital Trust 2007-HE2
NovaStar Mortgage Funding Trust, Series 2006-5

NovaStar Mortgage Funding Trust, Series 2007-1

Saxon Asset Securities Trust 2006-2 Saxon Asset Securities Trust 2007-2 Saxon Asset Securities Trust 2007-4 Soundview Home Loan Trust 2004-WMC1 Soundview Home Loan Trust 2006-EQ1 MSAC 2006-HE8 MSAC 2007-HE1 MSAC 2007-NC1

GSAA Home Equity Trust 2006-2

Morgan Stanley ABS Capital I Inc. Trust 2007-SEA1

Morgan Stanley Structured Trust I 2007-1
EquiFirst Mortgage Loan Trust 2004-2
EquiFirst Mortgage Loan Trust 2005-1
DXIS Real Estate Capital Trust 2005-HE4
IXIS Real Estate Capital Trust 2006-HE2
IXIS Real Estate Capital Trust 2007-HE1

IXIS Real Estate Capital Trust 2007-HE1 Meritage Mortgage Loan Trust 2005-1 Meritage Mortgage Loan Trust 2004-2 Meritage Mortgage Loan Trust 2005-2

Morgan Stanley ABS Capital I Inc. Trust 2006-HES Morgan Stanley ABS Capital I Inc. Trust 2006-HE8

MSAC 2006-HE6 MSAC 2006-HE4

Morgan Stanley ABS Capital I Inc. Trust 2006-NC4
Morgan Stanley ABS Capital I Inc. Trust 2007-HE1
Morgan Stanley ABS Capital I Inc. Trust 2007-HE2
Morgan Stanley ABS Capital I Inc. Trust 2007-HE3
Morgan Stanley ABS Capital I Inc. Trust 2007-HE5
Morgan Stanley ABS Capital I Inc. Trust 2007-HE6
Morgan Stanley ABS Capital I Inc. Trust 2007-HE7

MSAC 2007-NC2
MSAC 2007-NC3
MSAC 2007-NC4
MSHEL 2007-1
MSHEL 2007-2
MSIX 2006-1
MSIX 2006-2
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MSMLT 2005-11AR
MSMLT 2005-11AR
MSMLT 2005-3AR
MSMLT 2005-6AR
MSMLT 2005-6AR
MSMLT 2005-9AR
NATIXIS 2007-HE2

NovaStar Mortgage Funding Trust, Series 2006-4 NovaStar Mortgage Funding Trust, Series 2006-6 NovaStar Mortgage Funding Trust, Series 2007-2

Saxon Asset Securities Trust 2007-1 Saxon Asset Securities Trust 2007-3 Soundview Home Loan Trust 2004-1 Soundview Home Loan Trust 2005-2 Saxon Asset Securities Trust 2000-2

EXHIBIT A

SAXON ASSET SECURITIES TRUST 2000-2 SAXON ASSET SECURITIES TRUST 2000-4 SAXON ASSET SECURITIES TRUST 2001-2 SAXON ASSET SECURITIES TRUST 2002-1 SAXON ASSET SECURITIES TRUST 2000-3 SAXON ASSET SECURITIES TRUST 2001-1 SAXON ASSET SECURITIES TRUST 2001-3 Saxon Asset Securities Trust 2000-3 Saxon Asset Securities Trust 2001-1 Saxon Asset Securities Trust 2001-3 Saxon Asset Securities Trust 2004-1 Saxon Asset Securities Trust 2004-3 Saxon Asset Securities Trust 2006-1 Saxon Asset Securities Trust 2002-2 Saxon Asset Securities Trust 2002-2 Saxon Asset Securities Trust 2003-1

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